BANKS AND BANKING.—COLLECTIONS—LIABILITY.—Defendant, a New York bank, received, for collection, from plaintiff bank, located in Boston, two sight drafts or checks drawn by one W. upon the K. National Bank of K., payable to the order of, and indorsed by, one L. S. These drafts were mailed by the defendant to the K. National Bank, upon which they were drawn, and which was the regular correspondent of defendant. Plaintiff had no correspondent at that place. Sometime later, the defendant received two drafts for the amounts, drawn upon itself by the K. National Bank. Defendant protested these drafts on the ground that it had no funds of the drawer with which to pay them, and then forwarded them to the plaintiff. The latter refused to receive them, and returned them to defendant. In the meantime the K. Bank had failed, and suspended payment of all its obligations. The two original drafts sent by the plaintiff to the defendant were never returned, and were never protested, so that the payee and indorser were discharged. *Held*, that plaintiff could recover the face value of the paper. *National Reserve Bank of Boston* v. *National Bank of the Republic of New York* (1902),—N. Y.—,64 N. E. Rep. 799.

The counsel for the defendant contended that since the defendant sent the drafts to the bank where they were payable, and upon which they were drawn, the drawee did not become the agent of the defendant, contrary to the New York rule that the correspondent bank is the agent of the bank from which it received the paper, and not of the depositor or owner of the paper. While the case of *Indig* v. *Bank*, 80 N. Y. 100, was cited in support of this contention, it would seem that prior to the present case there had never been, in New York, a direct adjudication of this question. Mechem on Agency, note, p. 350; *Anderson* v. *Rodgers*, 53 Kan. 542, 27 L. R. A. 248, note and cases. But the learned court in the present case, in commenting upon the *Indig* case, supra, and overruling the contention of the defendant, said: "But no one will claim that it is not competent for the collecting bank to make the drawee bank in such a case its agent in the same way as if the paper was payable at some other place. If it had been shown in that case, as it was in this, that for several years before the transaction the drawee bank had been the collecting agent of the bank transmitting the paper, doubtless it would have been held that the relation of agency existed between the two banks." This is contrary to the great weight of authority that "no firm, bank, corporation, or individual can be deemed a suitable agent, in contemplation of law, to enforce in behalf of another, a claim against itself." I DANIEL ON NEGOTIABLE INSTRUMENTS, §328 a; MECHEM ON AGENCY, § 514; *Merchants' Nat. Bank* v. *Goodman*, 109 Penn. St. 422, 58 Am. Rep. 728, 2 Atl. Rep. 687. However, the liability of the defendant in the present case, by the weight of authority, would have been upheld in those states where the correspondent bank is considered the agent of the depositor or owner of the paper and not of the transmitting bank, on the ground that to select the drawee is not to select a suitable and competent correspondent or agent. *Drovers' Nat. Bank* v. *Anglo-American, etc., Co.*, 117 Ill. 100, 57 Am. Rep. 855, 23 Cent. L. Jour. 182; *Merchants' Nat. Bank* v. *Goodman*, supra; *Anderson* v. *Rodgers*, 53 Kan. 542, 27 L. R. A. 248; MECHEM ON AGENCY, §514.

CARRIERS—TORT—EJECTION OF PASSENGERS—EXEMPLARY DAMAGES.—Plaintiff and a companion entered defendant's car, paid their fare to the conductor and received "passenger's identification checks or receipts." Deeming these of no importance, plaintiff's friend threw them away. After passing a way station, the conductor came through the car to take fares, and seeing plaintiff demanded his "check" or additional fare, claiming that he had paid only to the last station. Plaintiff explained that he had thrown away his